



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

A Tradition of Service



June 01, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**LAW ENFORCEMENT SERVICES AGREEMENT
BETWEEN COUNTY OF LOS ANGELES AND CITY OF MONROVIA
(SECOND DISTRICT) (3 VOTES)**

SUBJECT

The Los Angeles County Sheriff's Department (Department) seeks approval of a Law Enforcement Services Agreement (Agreement) between the County of Los Angeles (County) and the city of Monrovia, effective July 1, 2010, through June 30, 2015. The Department will provide a lieutenant to assist in the management and oversight of the War Room and Intelligence Watch Center of the Los Angeles County Regional Criminal Information Clearinghouse (Clearinghouse War Room).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Agreement with the city of Monrovia, for the period of July 1, 2010, through June 30, 2015, to provide a lieutenant to assist in the management and oversight of the Clearinghouse War Room. The lieutenant position will be fully funded by the city of Monrovia at an estimated cost of \$223,176 for Fiscal Year (FY) 2010-11.
2. Delegate authority to the Sheriff to execute any subsequent amendments to the Agreement that do not increase the net County cost of providing the service.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to gain your Board's approval for the Department to provide law enforcement services to the city of Monrovia through the Agreement, effective July 1, 2010, through June 30, 2015.

The city of Monrovia has requested that the Department provide a lieutenant to manage the operations of the 24-hour Clearinghouse War Room, which is staffed by 20 sworn and non-sworn personnel. The lieutenant's role includes the development of policies and procedures to ensure officer safety and to maximize information sharing utilizing the Statewide Integrated Narcotics System (SINS) technology (SINS tracks law enforcement operations and suspect activities, with a clear focus on maximizing officer safety). The lieutenant's role also includes maintaining the overall management responsibility for personnel, budget, and War Room security. Approximately 133 police agencies participate and utilize the services of the Clearinghouse War Room.

Implementation of Strategic Plan Goals

This Agreement supports the County's Strategic Plan, Goal 5, Public Safety, by providing a lieutenant to assist in the management and oversight of the Clearinghouse War Room.

FISCAL IMPACT/FINANCING

There is no net County cost to this Agreement. The city of Monrovia shall pay the Department for said services with grant funds it will receive, according to the appropriate and prevailing billing rates as determined by the Los Angeles County Auditor-Controller, in accordance with Section 51350 of the California Government Code, for each fiscal year. The estimated cost for FY 2010-11 is \$223,176, which will offset the cost of implementing the Agreement and providing the service.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current Agreement with the city of Hawthorne expires June 30, 2010. The new Agreement with the city of Monrovia will become effective July 1, 2010, and shall expire June 30, 2015. Either party may terminate the Agreement for any reason whatsoever with sixty days advance written notice.

The attached Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no anticipated impact on current law enforcement services.

CONCLUSION

Upon approval by the Board, please return five originally executed Agreements and five adopted copies of this Board letter to Department's Contract Law Enforcement Bureau.

The Honorable Board of Supervisors

6/1/2010

Page 3

Sincerely,

A handwritten signature in blue ink, appearing to read "Leroy D. Baca". The signature is fluid and cursive, with the first name "Leroy" being more prominent than the last name "Baca".

LEROY D. BACA

Sheriff

LDB:BAF:mks

Enclosures

**LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES AND
CITY OF MONROVIA
(LA CLEAR)**

TABLE OF CONTENTS

SECTION	TITLE	PAGE
	RECITALS.....	2
1.0	SCOPE OF SERVICES.....	3
2.0	ADMINISTRATION OF PERSONNEL.....	3
3.0	DEPLOYMENT OF PERSONNEL.....	4
4.0	INDEMNIFICATION.....	5
5.0	TERM OF AGREEMENT.....	5
6.0	RIGHT OF TERMINATION.....	5
7.0	BILLING RATES.....	6
8.0	PAYMENT PROCEDURES.....	6
9.0	AVAILABILITY OF GRANT FUNDING.....	7
10.0	NOTICES.....	7
11.0	AMENDMENTS.....	8
12.0	AUTHORIZATION WARRANTY.....	8
13.0	ENTIRE AGREEMENT.....	9
	SIGNATURES.....	10
ATTACHMENT A: Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form		

**LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES AND
CITY OF MONROVIA
(LA CLEAR)**

This Law Enforcement Services Agreement (hereinafter referred to as "Agreement") is made and entered into by and between the COUNTY OF LOS ANGELES (hereinafter referred to as "County"), and the CITY OF MONROVIA (hereinafter referred to as "City") by and through the LOS ANGELES COUNTY POLICE CHIEFS ASSOCIATION (hereinafter referred to as "Chiefs") on behalf of the LOS ANGELES REGIONAL CRIMINAL INFORMATION CLEARINGHOUSE (hereinafter referred to as "LA CLEAR").

RECITALS

Whereas, the City is a recipient of grant funding from the United States Office of the Bureau of Justice Assistance, California Emergency Management Agency, Anti-Drug Abuse (ADA) program; and

Whereas, the City, through the Chiefs, is desirous of contracting with the County for the performance of the law enforcement services described herein by the Los Angeles County Sheriff's Department (hereinafter referred to as "Sheriff's Department"); and

Whereas, the Chiefs oversee the LA CLEAR taskforce and act as the decision maker on behalf of the City for purposes of this Agreement; and

Whereas, the County is agreeable to rendering such law enforcement services on the terms and conditions set forth in this Agreement; and

Whereas, such law enforcement services agreements are authorized and provided for by the provisions of Section 56 1/2 and 56 3/4 of the County Charter and California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 The County, through the Sheriff of the County of Los Angeles (hereinafter referred to as "Sheriff"), agrees to provide law enforcement services to the City to the extent and in the manner hereinafter set forth in this Agreement.
- 1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the County Charter and the statutes of the State of California.
- 1.3 Law enforcement services performed hereunder and specifically requested by the City will consist of a dedicated lieutenant to supervise and manage the Intelligence Watch Center of the Los Angeles County Regional Criminal Information Clearinghouse (L.A. Clearing House).

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of sworn and non-sworn personnel, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff and the City.
- 2.3 With regard to Sections 2.2 and 2.3 above, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.4 All City and Chiefs employees who are assigned to or work at LA CLEAR and LARGIN in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of their home agency or contract vendor(s), and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City or Chiefs employee or contract employee who is assigned to or works at LA CLEAR and LARGIN as such shall become employees of the County unless by specific additional agreement.
- 2.5 For the purpose of performing services and functions, pursuant to this Agreement

and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the City, while performing such service for LA CLEAR and LARGIN, as long as the service is within the scope of their duties performing law enforcement services pursuant to this Agreement.

- 2.6 The City, agencies affiliated thereto, and the State of California, shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the City.
- 2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Services performed hereunder and specifically requested by the City, as related to LA CLEAR and LARGIN, shall be developed in conjunction with the Sheriff and indicated on a Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form, attached hereto as Attachment A and incorporated herein by this reference.
- 3.2 A new SH-AD 575 Deployment of Personnel form shall be authorized and signed annually by the City and the Sheriff or his designee each July 1, and attached hereto as an Amendment to this Agreement.
- 3.3 Should the City request a change in level of service other than pursuant to the annual July 1 readjustment, an additional SH-AD 575 Deployment of Personnel form shall be signed and authorized by the City and the Sheriff or his designee, and attached hereto as an Amendment to this Agreement.

- 3.4 The most recent dated and signed SH-AD 575 Deployment of Personnel form attached to this Agreement shall be the staffing level in effect between the County and the City.

4.0 INDEMNIFICATION

- 5.1 The City shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the City's and Chiefs' acts and/or omissions arising from and/or relating to this Agreement.
- 5.2 The County shall indemnify, defend, and hold harmless the City, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement.

5.0 TERM OF AGREEMENT

- 5.1 The term of this Agreement shall be from July 1, 2010 through June 30, 2015, unless sooner terminated or extended as provided for herein.
- 5.2 At the option of the County Board of Supervisors and with the consent of the City, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.

6.0 RIGHT OF TERMINATION

- 6.1 This Agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least sixty (60) days before the date specified for such termination.
- 6.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

7.0 BILLING RATES

- 7.1 The City shall pay the County for the services provided under the terms of this Agreement at the rates set forth on Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form, as established by the County Auditor-Controller.
- 7.2 The rates set forth on Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form shall be readjusted by the County Auditor-Controller annually effective July 1 of each year, and attached hereto as an Amendment to this Agreement, to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors.
- 7.3 The City shall be billed based on the service level provided within the parameters of Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form.

8.0 PAYMENT PROCEDURES

- 8.1 Due to the timing of the receipt of grant funding for this contract, the County, through the Sheriff, shall render to said City on February 1st of each year of this contract, i.e. February 1, 2011, February 1, 2012, February 1, 2013, February 1, 2014, and February 1, 2015 a summarized invoice which covers all services performed for the given fiscal year, and said City shall pay the County for all undisputed amounts within sixty (60) days after the date of said invoice. This shall be a one-time invoice requesting payment for the total amount of the given fiscal year's services.

9.0 AVAILABILITY OF GRANT FUNDING

- 9.1 It is mutually understood by all parties involved that this Agreement is contingent upon the availability of grant funds and subject to the rules of the United States Office of the Bureau of Justice Assistance (BJA), California Emergency Management Agency (CalEMA), Anti-Drug Abuse (ADA) fiscal year grant awards to the City.
- 9.2 The parties agree that this Agreement is valid and enforceable only if sufficient funds are made available to the City through BJA/CalEMA for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions imposed by BJA and/or CalEMA which may affect the provisions or term of funding of this Agreement in any manner.
- 9.3 It is mutually agreed that if the BJA and/or CalEMA does not allocate or grant sufficient monies to fund the program as outlined in this Agreement, this Agreement shall be amended to reflect any such reduction in funds and resulting reduction in services or the City may exercise their option to terminate this Agreement pursuant to Section 6.0, Right of Termination, of this Agreement.

10.0 NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Unit Commander
4700 Ramona Boulevard
Monterey Park, California 91754
Phone: (323) 526-5737 Fax: (323) 267-6636

Notices to the City shall be addressed as follows with a copy to Chiefs:

City of Monrovia
Attn:
Address

Address
Phone: Fax:

CA DOJ/LA CLEAR
Attn: Administrative Services Unit, Financial Officer
5700 S. Eastern Avenue
Commerce, CA 90040
Phone: (323) 838-1977 Fax: (866) 558-4869

11.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the County Board of Supervisors and an authorized representative of the City. Notwithstanding, the Sheriff or his designee is hereby authorized to execute on behalf of the County any Amendments referenced in Sections 3.0 and 7.2 of this Agreement.

12.0 AUTHORIZATION WARRANTY

- 12.1 The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.
- 12.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13.0 ENTIRE AGREEMENT

This Agreement, Attachment A, and any executed Amendments thereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 11.0, Amendments, of this Agreement.

**LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES AND
CITY OF MONROVIA
(LA CLEAR)**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and the City has caused this Agreement to be executed on its behalf by its duly authorized representative.

COUNTY OF LOS ANGELES

By _____
GLORIA MOLINA
Chair, Board of Supervisors

ATTEST:
SACHI HAMAI
Executive Officer-Clerk
Board of Supervisors

By _____
Deputy

CITY OF MONROVIA

By _____ 5/10/2010
CITY OF MONROVIA

ATTEST:
By _____ 5/10/2010
City Clerk

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By _____
Principal County Counsel

APPROVED AS TO FORM:
CITY ATTORNEY

By _____
Craig Steele

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

CONTRACT CITY LAW ENFORCEMENT SERVICES

Service Level Authorization

CITY: MonroviaFISCAL YEAR: 2010-11EFFECTIVE DATE: 1-Jul-10

CODE #	SERVICES	TOTAL SERVICE UNITS PURCHASED			CONTRACT LAW USE ONLY
		NEW	PREVIOUS	CHANGE	
342	SHERIFF SERVICE UNIT				
	Lieutenant	1.0000	1.0000	0.0000	

HOURS OF SERVICE & ESTIMATED CHARGES

SERVICE UNITS	UNIT COST	TOTAL UNITS PURCHASED	TOTAL ESTIMATED UNIT COST	LIABILITY @ 4 %	TOTAL COST WITH LIABILITY	YEARLY HOURS PER SERVICE UNIT	ANNUAL GOAL (HOURS)	ANNUAL GOAL (MINUTES)	PERSONNEL REQUIRED
DEPUTY SHERIFF SERVICE UNIT									
Lieutenant	\$223,176.00	1	223,176.00	N/A	223,176.00	1789	1,789	107,340	1.0000
ESTIMATED COST FOR SERVICE UNITS **			\$223,176.00	LIABILITY @ 4% = \$0.00	TOTAL ESTIMATED COST \$223,176.00				
						HOURS	MINUTES	PERSONNEL	
						SWORN	107,340	1.0000	

REV: APRIL 2010

REPORT PREPARED BY: SERGEANT MATTHEW SQUIRE

DATE: _____

APPROVED BY: UNIT COMMANDER-LASD NARCOTICS BUREAU

DATE: _____

CITY APPROVAL BY: CITY OFFICIAL "I certify that I am authorized to make this change on behalf of the City"

DATE: _____

PROCESSED AT CLEB BY: _____

DATE: _____

BILLING MEMO REQUIRED:

"PTR" REQUIRED:

MINUTE PROGRAM:

YES	NO